

STATE OF MISSISSIPPI
COUNTY OF DESOTO

RETURN TO:
TAYLOR LAW FIRM
P.O. BOX 188
961 STATELINE RD. W.
SOUTHAVEN, MS. 38671
(601) 342-1300

BOOK **296** PAGE **629**

WATERLINE EASEMENT

FOR IN CONSIDERATION of the herein named Daniel Klein, making a gift to Walls Water Association, Inc., and other valuable consideration, the receipt of all of which is hereby acknowledged, I, Daniel Klein, Grantor, do hereby convey and warrant unto Walls Water Association, Inc., Grantee, a 20.00 foot wide perpetual easement with the right to install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water mains and lines and connections and necessary appurtenances thereto, together with the right of ingress and egress over the Grantor's adjacent lands for the purpose of which the above mentioned rights are granted, on, over, and across the following described property situated in Desoto County, Mississippi, to wit:

A part of the Northwest Quarter (NW 1/4) of Section 32, Township 1 South, Range 8 West, in Desoto County, Mississippi, adjacent and parallel to the proposed south right-of-way of Mississippi Highway Department Project No. 46-0021-01-022-10, on Highway No. 302, to which plan and project reference is hereby made, and being on file with the Mississippi State Highway Department, Central File, Jackson, Mississippi, and extending from a point on the Grantor's west property line opposite approximate centerline Station Number 226+70 to the Grantor's east property line opposite approximate centerline Station Number 230+30, said strip of land contains 0.17 acres, more or less.

Grantor herein acknowledges that he has been fully advised and understands that he is entitled to receive just compensation based upon an appraisal of this property for this conveyance and for damages, if any, but Grantor desires no compensation to donate the above described Water Line Easement to Walls Water Association, Inc., and said Grantor specifically waives any and all claims for damages or any claims for damages or any claims whatsoever. Grantor specifically understands that he has the right to request that a fair market value appraisal of the property be made, and he hereby waives that right.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason for the installation of the structures referred to herein and Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to Grantor's premises. This agreement together with other provisions of the grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantor does covenant that he is the owner of the above mentioned land and that said land is free and clear of all encumbrances and liens except the following:

WITNESS OUR SIGNATURES ON THIS THE 18 day of January
19 96.

Daniel N. Klein Sr.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority at law,
in and for the State and County aforesaid, the within named
Daniel N. Klein SR., who acknowledged that he signed and
delivered the above and foregoing Easement on the day and year
therein mentioned, as his free act and deed and for the purpose
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day
of January, 1996.



Marie Mote
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES FEB. 27, 1996

This easement was prepared by
Elliott and Britt Engineering, P.A.
823 North Lamar
Oxford, MS. 38655
601-234-1763

STATE MS.-DESOTO CO.
FILED

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W.E. DAVIS CH. CLK.